

November 5, 2004

INVITATION FOR BID
Letter of Invitation
For Electronic Toll Collection (FasTrak™) Transponders

Dear Supplier:

The Bay Area Toll Authority (BATA) invites your firm to respond to this Invitation for Bid (IFB) for:

Electronic Toll Collection (FasTrak™) Transponders

BATA is soliciting bids to furnish an estimated quantity of 55,000 new internally-mounted electronic toll collection (ETC) FasTrak™ transponder units to be delivered between January and June 2005.

This letter, together with the Instructions to Bidders and Bidding Requirements, General Conditions, Special Conditions, Specifications, Bid and Reference Forms and BATA Purchase Order Form comprise the IFB for this project. Responses to the IFB are to be submitted in accordance with the instructions stated herein.

Background

The San Francisco Bay Area toll bridges consist of eight toll bridges. The seven state-owned bridges, Antioch, Benicia-Martinez, Carquinez, Richmond-San Rafael, Dumbarton, San Mateo Hayward and the San Francisco-Oakland Bay Bridge, are owned and operated by the California Department of Transportation (Caltrans). State toll bridge operations are funded by toll revenues, which are administered by the Metropolitan Transportation Commission, acting as the Bay Area Toll Authority (BATA). The Golden Gate Bridge is operated and funded by the Golden Gate Bridge, Highway and Transportation District (GGBHTD).

Both Caltrans and GGBHTD collect tolls from bridge users either manually at staffed lanes or automatically through an ETC system. Both agencies operate their ETC system in compliance with the California Code of Regulations (Title 21) specifications under the FasTrak™ brand.

Currently, there are two independently operated FasTrak™ customer service centers in the Bay Area – one for the state-owned bridges in Concord and one for the Golden Gate Bridge in Mill Valley. BATA assumed responsibility for operating the Concord Customer Service Center (CSC) from Caltrans in April 2004. By June 2005, the two separate centers will be merged into one Regional CSC to be located in San Francisco, under an agreement between the Golden Gate Bridge, Highway and Transportation District (GGBHTD) and BATA. The transponders purchased under this IFB are intended for use primarily at the Concord CSC and, after the merger, at the Regional CSC.

Bid Submission

Interested bidders must submit their bids in sealed envelopes by 4:00 p.m. on Monday, November 29, 2004. **Bids received after that date and time will not be considered. All bids must be completed and submitted on the enclosed Bid Form, Appendix B, in order to be considered.** Appendix C, Reference Form, must be submitted with the bid. Bidders who do not complete all appendices risk being found non-responsive.

To receive any addenda to this IFB, you must notify the Project Manager in writing (e-mail or fax is acceptable) at least one week prior to the due date for bids.

BATA Point of Contact

Bids and all inquiries relating to this IFB should be submitted to the Project Manager at the address shown below. For telephone inquiries, call (510) 817-3205. Email inquiries may be directed to llee@mtc.ca.gov.

Linda Lee, Project Manager
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, California 94607-4700

Minimum Qualifications

To be eligible to submit a bid, a bidder must have successfully furnished, under three (3) other commercial contracts, ETC transponders that conform to all applicable sections of the California Code of Regulations, Title 21, Chapter 16, "Compatibility Specifications for Automatic Vehicle Identification Equipment".

Bidders may be required to verify these qualifications prior to the award of contract.

Specifications and Schedule

The specifications and schedule for this project are described in *Appendix A* to this IFB. Section III of this IFB, Special Conditions, also contains substantive requirements with which you must fully comply in order to guarantee your responsiveness to this IFB.

BATA intends to purchase approximately 55,000 internally mounted transponders during the period between January and June 2005.

Supplier Selection

Bids will be initially evaluated for responsiveness and adherence to minimum qualifications. Quality and customer service are of the highest importance. In order to ensure superior service, references will be checked, and bidders may be required to provide additional information verifying their experience.

A contract, if awarded, will be to the responsible bidder submitting the lowest responsive bid.

It should be noted that the selection of a vendor does not obligate BATA to order any of the items listed on the bid form.

Bidder Selection Timetable

Monday, November 29, 2004, 4:00 p.m.	Closing date & time for receipt of bids & bid opening.
Wednesday, December 8, 2004	BATA Oversight Committee consideration of recommendation for award
Monday, December 13, 2004 (approximate)	Issuance of Purchase Order

General Conditions

BATA reserves the right to award a contract or to reject all bids.

A signed BATA Purchase Order (*Appendix D*) mailed or delivered to a particular bidder shall constitute a binding contract, which incorporates this IFB and its addenda, if any, and all documents referenced herein, any deviations from the specifications expressly accepted by BATA, and all terms and conditions of the Purchase Order.

Authority to Commit BATA

The Executive Director of BATA will recommend the successful bidder to the BATA Oversight Committee, which will commit BATA to the expenditure of funds in connection with this IFB.

Thank you for your participation.

Sincerely,

Ann Flemer
Deputy Director, Operations

AF/LL

INVITATION FOR BID

by

BAY AREA TOLL AUTHORITY

for

ELECTRONIC TOLL COLLECTION (FASTRAK™) TRANSPONDERS

November 5, 2004

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

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I. INSTRUCTIONS TO BIDDERS AND BIDDING REQUIREMENTS

A. Directions

This package contains the specifications regarding the work to be done and the schedule. (See Appendix A, **Specifications**). **All bids must be completed and submitted on the enclosed Bid Form, Appendix B, in order to be considered. Appendix C, Reference Form, must also be submitted with the bid.** Bidders who do not complete all appendices risk being found non-responsive.

The provisions set forth below specify the standards by which bids will be received and considered by BATA. Bids not complying with these provisions may be considered non-responsive by BATA.

Your bid package shall include the following:

- Signed Bid Form (Appendix B)
- Completed Reference Form (Appendix C)

B. Definitions

1. **BATA**: Bay Area Toll Authority
2. **MTC**: Metropolitan Transportation Commission
3. **CSC**: Customer Service Center
4. **Bidder**: An individual, firm, partnership, corporation, or combination thereof, submitting a bid.
5. **Supplier**: The Bidder to whom a purchase order or contract is mailed or otherwise offered.
6. **Bid**: The forms included in this IFB become a bid when completed properly by a Bidder and submitted to BATA.
7. **Contract**: A signed BATA Purchase Order (Appendix D) mailed or delivered to a particular bidder, shall constitute a binding contract, which incorporates this IFB, and its addenda, if any, all documents referenced herein, any deviations from the specifications expressed and accepted by BATA, and all terms and conditions of the Purchase Order.

C. Preparation of Bid

1. General

All prices and quotations shall be written legibly by computer printer, typewriter or pen and ink. No erasures shall be made. Errors may be crossed out and corrected by typewriter or pen and ink adjacent to the item crossed out. Each correction shall be initialed in ink by the person signing the bid.

2. Bid Price

The bid price shall include all costs of labor, materials, equipment, tools, machinery, utilities, transportation, license or permit fees, overhead, and profit and all other services necessary for proper execution and completion of the work.

3. Taxes

The total bid price shall include full compensation for all applicable federal, state, and local taxes, as may be appropriate.

4. Irregular Bids

Bids may be rejected if they show such irregularities as: any alteration of form, additions not called for, conditional bids, incomplete bids, indefinite or ambiguous bids, obviously unrealistic or unbalanced prices, or a signature by other than an authorized person.

5. Conditional Bids

No condition included in a bid shall be binding upon BATA if in conflict with, inconsistent with, or in addition to the terms and conditions of this IFB, unless expressly accepted in writing by BATA.

6. Addenda and Interpretations

BATA will not be responsible for any oral interpretation of the meaning of the requirements or specifications in this IFB. Every request for such interpretation shall be in writing addressed to: Attention: Project Manager (see Letter of Invitation) MTC, 101 - 8th Street, Oakland, CA 94607-4700. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed and/or faxed with a request for confirmation, to all bidders who have requested addenda. All addenda so issued shall become part of the Contract Documents.

7. Brand Names

Any references to Brand Names or the names of manufacturers and their catalog numbers is only descriptive of the variety and quality of items desired, and is not intended to be restrictive unless specifically indicated otherwise. Bids on items equal to those indicated herein for descriptive purposes will be considered, unless otherwise indicated, provided that a clear and detailed description of the manufacturer and model number of the substitution is given and the manufacturer's specifications are attached to the bid. BATA reserves the right to determine at its

sole discretion whether an item proposed is of equal value, utility or merit to the standards established by the Brand Name indicated.

8. Deviations

BATA reserves the right to permit deviations from the specifications if an article offered is deemed by BATA to be of as good quality and as satisfactory for its intended use as an article fully meeting specifications. Unless exceptions are noted by Bidder, the article offered will be assumed to be in accordance with specifications indicated.

9. Examination of Plans, Specifications and Sites

The Bidder shall satisfy him/herself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a bid shall be *prima facie* evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.

10. Submission

Only bids submitted on the furnished bid form will be considered. Bids received after the date and time indicated for receipt of bids will not be considered. Bidders will be solely responsible for the delivery of the bid to BATA by the time, on the date, and at the location indicated for receipt of bids.

11. Withdrawal Before Bid Opening

No bid may be modified; however, a bid may be withdrawn by written request, signed by the individual who signed the bid or his authorized representative, and received by BATA prior to the time indicated for receipt of bid.

12. Protest of Specifications

Prospective bidders may submit written protests of IFB specific specifications on the grounds that the specifications are biased, unduly restrictive, discourage competition, or do not comply with state or local law or regulation no later than seven (7) calendar days prior to the date bids are due. Such protests will be reviewed by BATA and responded to prior to bid opening. If appropriate, the time of bid opening will be extended to accommodate any changes in the IFB.

13. Relief of Bidder after Bid Opening

Unless BATA in its sole discretion elects otherwise, a Bidder shall not be relieved of his bid nor shall any change be made in his bid because of mistake. If a Bidder requests relief and BATA agrees to consider such request, it will be such Bidder's responsibility to establish that:

- (a) A mistake was made;
- (b) The Bidder gave BATA written notice of the mistake within five days after the opening of bids, specifying in detail how the mistake occurred;
- (c) The mistake made the bid materially different than the Bidder intended it to be; and

- (d) The mistake was made in filling out the bid and was not due to error in judgment or to carelessness in reading the IFB or referenced documents.

D. Award of Contract

1. Bid Opening

Bids will be opened publicly and publicly announced at MTC's offices, at the address, on the date, and at the hour indicated herein for the receipt of bids. Bidders are invited (not required) to be present.

2. Duration of Offer

A signed bid is deemed to be an offer to enter into a contract for services bid and is firm for the period of time stated in the Letter of Invitation, unless extended by the bidder.

3. Discretion of BATA

BATA reserves the right to reject any and all bids and to waive informalities and minor irregularities in bids received, other provisions herein notwithstanding.

4. Selection of Supplier

The award, if an award is made, will be to the responsible Bidder, whose bid, conforming in all material respects to the terms and conditions of this IFB, is the lowest in price for the work requested.

5. One Bid

If BATA receives only one bid and that bid is made on terms differing from those set forth herein, BATA may, at its discretion, accept such terms as responsive.

6. Selection Disputes

A bidder may protest the selection of a Supplier on the grounds that BATA procedures, or applicable provisions of state or local law have been violated or inaccurately and/or inappropriately applied by BATA by submitting to the Project Manager a written explanation of the basis for protest within three (3) working days after bid opening.

BATA's decision to award a contract to a Supplier shall be conditioned upon the expiration of the protest period.

II. GENERAL CONDITIONS

A. Independent Supplier

Supplier is an independent contractor and not an employee or agent of BATA and has no authority to contract or enter into any other agreement in the name of BATA. Supplier has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by Supplier who are assisting in the performance of services under this Agreement. Supplier shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and

regulations governing such matters. Supplier shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

B. Changes to Purchase Order

Any material changes to the terms of the Purchase Order shall require a written amendment to the purchase order, signed by the BATA Executive Director or a designated representative and Supplier. No claim for additional compensation shall be recognized unless contained in a duly executed amendment.

C. Termination

1. Termination for Convenience

BATA may, by written notice stating the extent and effective date, terminate its contract with the Supplier for convenience in whole or in part, at any time. BATA shall pay the Supplier as full compensation for performance until such termination: the pro rata price for the period of performance up to the time of termination and reasonable termination costs. In no event shall BATA be liable for any loss of profits on the portion of the contract so terminated.

2. Termination for Default

If Supplier becomes insolvent, assigns or subcontracts the work without BATA approval, does not deliver the work specified in the Contract or fails to perform in the manner called for, or fails to comply with any other material provision of the Contract, BATA may terminate the Contract for default. Termination shall be effected by serving a ten (10) day advance written notice of termination on Supplier, setting forth the manner in which Supplier is in default. If Supplier does not cure the breach or propose a plan and schedule for curing the breach acceptable to BATA within the ten (10) day period, the Contract shall be deemed terminated.

BATA shall pay the Supplier as full compensation for performance until such termination the amount which would be payable under the Contract, offset by any costs incurred by BATA to correct or complete work required under the Contract, including the difference between Supplier's price for the contract and any higher price paid to another Supplier retained to complete the work.

If it is determined by BATA that Supplier's failure to perform resulted from unforeseeable causes beyond the control of Supplier, such as a strike, fire, flood, earthquake or other event that is not the fault of, or is beyond the control of Supplier, BATA, after setting up a new delivery or performance schedule, may allow Supplier to continue work, or treat the termination as a termination for convenience.

D. Indemnity

Supplier agrees to indemnify, and hold BATA, MTC, their commissioners, officers, employees and agents harmless from all claims, demands, suits, losses, damages, injury, and liability, direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act, or failure to act of Supplier, its officers, agents, employees and subcontractors or any of them, under or in connection with this IFB; Supplier agrees at its own cost expense and risk to defend any and all claims, demands, suits, or other legal proceedings brought or instituted against

BATA, MTC, their commissioners, officers, agents, and employees, or any of them arising out of such acts or failure to act, and to pay and satisfy any resulting judgments.

E. Assignment

The Supplier shall not assign any right, duty or responsibility in this contract without the prior written consent of BATA thereto; provided however, that claims for money due or to become due to Supplier from BATA under this Contract may be assigned without such approval. Notice of any such assignment shall be furnished promptly to BATA, and any such assignment shall be subject to all authorized withholdings in favor of BATA.

F. Choice of Law

All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of the State of California.

G. Prohibited Intent

No member, officer or employee of BATA during his/her tenure shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

III. SPECIAL CONDITIONS

A. Bidder's Qualifications

To be eligible to submit a bid, a bidder must have successfully furnished, under three (3) other commercial contracts, ETC transponders that conform to all applicable sections of the California Code of Regulations, Title 21, Chapter 16, "Compatibility Specifications for Automatic Vehicle Identification Equipment".

The bidder may be required to verify these qualifications prior to the award of the contract.

B. Period of Performance

Supplier shall provide the ETC FasTrak™ transponder units according to the quantities and schedule specified in *Appendix A* of this IFB.

C. Subcontractors

Bidders may not subcontract all or any portion of the work to be performed under the contract.

D. Acceptance by BATA

The BATA Project Manager or a designated representative will be responsible for accepting delivery of the transponder units. Items delivered shall be inspected by the BATA Project Manager or a designated representative for conformance to the specifications. Material that does not meet required specifications will be rejected. BATA may reject any item(s) or an entire shipment, at its discretion, if individual item(s) are not in compliance with these specifications or are in breach of warranty, express or implied, or are otherwise defective. Time required for testing shall not exceed 30 days. The dollar value of the units rejected will be deducted from the Supplier's invoice. Testing will be conducted in accordance with random sampling from each delivery lot.

E. Notices

All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To BATA: Attention: Linda Lee, Project Manager
 MTC
 101 - 8th Street
 Oakland, CA 94607-4700

To Supplier: Signator of Bid form
 Supplier Name
 Address on Bid Form
 Telephone number on Bid Form

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APPENDIX A

SPECIFICATIONS FOR ETC FasTrak™ TRANSPONDERS

1. General

These specifications define the requirements for new internally-mounted transponder units. Under contract, the Supplier shall manufacture and deliver California Code of Regulations (CCR), Title 21-compliant transponders in accordance with these specifications.

Most of the transponders delivered as part of this IFB will be used at the Concord Customer Service Center, where the primary operating system accepts unprogrammed transponders only. Therefore, these transponders shall not be programmed by the manufacturer prior to delivery. However, all, or some portion, of the last shipment of transponders (see Section 5, Schedule) will be used at the new Regional CSC, where the primary operating system accepts pre-programmed transponders only. As such, these transponders shall be delivered pre-programmed by the manufacturer. The specifications below are applicable to both unprogrammed and pre-programmed transponders, except as indicated in Section 6 for pre-programmed transponders.

Upon the conversion from the Concord CSC to the Regional CSC, BATA may have a number of unprogrammed transponders in its inventory that would be deemed unusable at the Regional CSC. As such, BATA reserves the right to return any unprogrammed transponders that have already been delivered by the Supplier and request that these transponders be modified and replaced with pre-programmed transponders for re-delivery to BATA.

It should be noted that the selection of a vendor does not obligate BATA to order any of the items listed on the bid form.

2. Environmental Specifications

The internally-mounted FasTrak™ transponders shall comply with the environmental specifications provided below:

Characteristic	Specification	
Operating Temperature:	-25 to +85 degrees Celcius	
Beep:	Zero (0), two (2) or four (4) times, as appropriate	
Storage Temperature:	Low temperature	High temperature
Method	MIL-STD –810	MIL-STD –810, method 501
Duration	1000	1000
Temperature	-40	100

Characteristic	Specification
Humidity: Method Temperature Humidity Duration	MIL-STD 810, Method 507.2, Procedure III, Aggravated Screening 60 degrees Celcius 80% RH 500 hours
Vibration: Method Frequency	MIL-STD 810, Method 514.40 10 to 500 Hz
Sweep Time:	10g Peak
Sweep Type:	Logarithmic
Mechanical Shock: Method Acceleration Duration Pulse Shape Number of shocks Number of axles	MIL-STD 810, Method 516.3 30g 10 RMS Half-sine ware 3/axles 6
Thermal Shock: Method Duration Temperature	MIL-STD 810, Method 210 100 cycles Life
Life: Method Duration Temperature	MIL-STD 810, Method 109 Eight (8) years 0

3. Transponder Requirements

Compliance:

Transponders shall be compatible with Caltrans toll facilities. Transponders shall comply with the environmental specifications identified above, and the CCR, Title 21, Chapter 16, “Compatibility Specifications for Automatic Vehicle Identification Equipment”, Articles 1-4 (see *Appendix A-1*).

Serial Numbers:

Transponder serial numbers (bar codes) shall be 9 digits in length and have the following format:

- First two (2) digits = Week of manufacturing
- Next two (2) digits = Year of manufacturing
- Last five (5) digits = Sequential numbers for transponders

Dimensions:

Transponders shall not exceed 10cm x 8.5cm x 1.5cm.

Logo:

Transponders shall have the FasTrak™ logo on the front and back (see *Appendix A-2*). The colors of such logo shall be Purple (Pantone 248) and Teal (Pantone 321), as specified in *Appendix A-2*. The following shall also be printed on the back of the transponders (as specified in *Appendix A-2*):

If found please return to:	RETURN
California Department of Transportation	POSTAGE
P.O. Box 23450	GUARANTEED
Oakland, CA 94623	
(888) 725-8725	

4. Warranty

Supplier shall provide a warranty for a period of not less than five (5) years. Should any of the items prove defective due to failure to conform with specifications or due to otherwise defective workmanship or materials within the specified warranty period, the Supplier agrees to replace or repair said defective items within 30 days of notice by BATA. Supplier shall bear any costs for material, labor, and shipping for claims made during the warranty period.

5. Schedule

Delivery of items shall take place according to the quantities and schedule indicated below:

Item		Estimated Quantity ^a	Deliver No Later Than
Internally-mounted transponders	Unprogrammed	25,000	January 31, 2005
Internally-mounted transponders	Unprogrammed	20,000	February 28, 2005
Internally-mounted transponders	Unprogrammed	5,000 ^b	March 31, 2005
Internally-mounted transponders	Pre-programmed	5,000 ^b	April 30, 2005
TOTAL		55,000	

Notes: [a] Actual transponder quantities ordered may vary per month.

[b] The split between unprogrammed and pre-programmed transponders in the later shipments may vary. In March 2005, BATA will refine these estimated quantities and notify the Supplier with a revised number of pre-programmed transponders to be delivered.

Supplier shall provide notice to BATA Project Manager or its designated representative 48 hours in advance of delivery of shipment to allow time to arrange for material handling on-site for unloading. Items for this procurement shall be delivered to the following:

Caltrans
Electronic Toll Collection
320 22nd Street, 12th Floor
Oakland, CA 94623
Attn: Gary Louie (510) 286-5999

6. Pre-Programmed Transponder Specifications

All specifications identified in Sections 1 through 5 above are applicable to pre-programmed transponders, except as indicated below:

Serial Numbers:

Each transponder shall be pre-programmed, prior to delivery, with a unique number, designated by BATA (based on facility code and ID). Each pre-programmed transponder number shall be permanently and legibly affixed to the exterior surface of the transponder in a bar code format. For these pre-programmed transponders, BATA will provide the Supplier with the appropriate serial number ranges.

Logo:

The transponders shall have the FasTrak™ logo on the back (see *Appendix A-2*), as well as a new Regional FasTrak™ logo on the front. The colors of the FasTrak™ logo shall be Purple (Pantone 248) and Teal (Pantone 321), as specified in *Appendix A-2*. The following shall also be printed on the back of the transponder, as specified in *Appendix A-2*:

If found please return to:	RETURN
FasTrak™ Customer Service Center	POSTAGE
P.O. Box XXX	GUARANTEED
San Francisco, CA 94XXX	
(888) XXX-XXXX	

It should be noted that a final Regional FasTrak™ logo and final address and phone number have not been established yet. However, this information will be provided to the Supplier when it becomes available (around March 2005).

7. Reprogramming of Unprogrammed Tags

Upon the possible return of some unprogrammed transponders from BATA to the Supplier, Supplier shall modify these transponders and replace them with pre-programmed transponders that conform to the specifications identified in Section 6 above. BATA shall bear all shipping costs for unprogrammed transponders returned to the Supplier, and the Supplier shall bear all shipping costs for the re-delivery of pre-programmed transponders to BATA.

APPENDIX A-1

CALIFORNIA CODE OF REGULATIONS, TITLE 21, CHAPTER 16

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APPENDIX A-2
TRANSPONDER LOGO

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Unprogrammed Transponders:

FRONT



Patent Pending

BACK

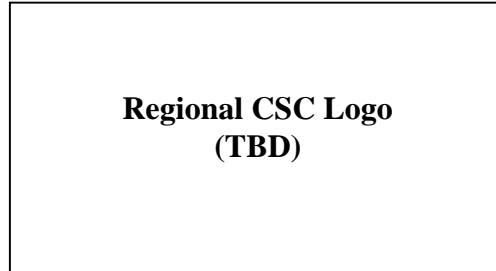


If found please return to:
California Department of Transportation
P.O. Box 23459
Oakland, CA 94623
888-725-4725

RETURN
POSTAGE
GUARANTEED

Pre-Programmed Transponders:

FRONT



BACK



If found please return to:
FasTrak Customer Service Center
P.O. Box XXXX
San Francisco, CA XXXXX
XXX-XXX-XXXX

RETURN
POSTAGE
GUARANTEED

APPENDIX B
BID FORM

Description of Items	Quantity^a	Unit Price	Extended Price
California Code of Regulations, Title 21 compliant ETC internally-mounted transponders (unprogrammed)	50,000	\$	\$
California Code of Regulations, Title 21 compliant ETC internally-mounted transponders (pre-programmed)	5,000	\$	\$
Subtotal			\$
Applicable Sales Tax (8.75%)			\$
TOTAL BID PRICE			\$

Note: [a] Estimated quantities given in this bid form are approximate and are used solely for the purpose of evaluating bids. In March 2005, BATA will refine this estimate and notify the Supplier with a revised number of transponders that must be pre-programmed prior to delivery.

Description of Items	Unit Price^a
Handling charge to modify unprogrammed transponders and replace with pre-programmed transponders (see Appendix A, Section 7)	\$

Note: [a] Unit price shall include all applicable costs for material, labor, shipping (for re-delivery to BATA), and taxes.

Minimum Qualifications:

Check either yes or no..	<u>Yes</u>	<u>No</u>
Has your company successfully furnished, under three (3) other commercial contracts, ETC transponders that conform to all applicable sections of the California Code of Regulations, Title 21, Chapter 16, "Compatibility Specifications for Automatic Vehicle Identification Equipment"?		

Signature of Authorizing Official:

Name of Proposing Company	
Address	
Address	
Phone Number	
Fax Number	
License Number and Type	
Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	

APPENDIX C
CONTRACTOR'S REFERENCE FORM

Name of Bidding Company _____
Representative Name & Title _____
Phone Number _____

References must not be relatives of the Contractor's representative or owners. The references given must be for clients with contracts of a similar work scope to this project providing ETC transponders that conform to all applicable sections of the California Code of Regulations, Title 21, Chapter 16, "Compatibility Specifications for Automatic Vehicle Identification Equipment."

Contractor's References (Provide at least 3)

- 1. Client's Name** _____
Contact Person _____
Address _____
City & Zip Code _____
Phone Number _____

- 2. Client's Name** _____
Contact Person _____
Address _____
City & Zip Code _____
Phone Number _____

- 3. Client's Name** _____
Contact Person _____
Address _____
City & Zip Code _____
Phone Number _____

APPENDIX D

GENERAL CONDITIONS FOR BATA PURCHASE ORDERS

1. DEFINITIONS

- a. MTC. Includes the Metropolitan Transportation Commission, the Metropolitan Transportation Commission Service Authority for Freeways and Expressways, or the Bay Area Transportation Authority.
- b. Supplier. The individual, firm, partnership, corporation or combination thereof to whom a Purchase Order is mailed or otherwise furnished by BATA.
- c. Contract. The legal agreement between BATA and the Supplier, which includes the terms of any written solicitation of Bids or Proposals and any deviation from the written specifications expressly accepted by BATA; the Supplier's bid, proposal, or offer; and all terms and conditions set forth in or attached to this Purchase Order. In the event of a conflict between one or more provisions of the Contract, the more specific or stringent provision with respect to Supplier's performance of the work shall apply.

2. ACCEPTANCE OF OFFER

This purchase order constitutes BATA's acceptance of Supplier's offer and becomes a binding contract, as defined above, when it is signed by BATA and mailed to Supplier. No revisions to or assignments of this order shall be valid unless in writing and signed by an authorized representative of BATA.

3. PERFORMANCE OF WORK

Supplier shall accomplish all the work and furnish all materials necessary for the completion of the work in a good, workmanlike and thorough manner and to the satisfaction of BATA, in accordance with the Contract.

4. CONTRACT PRICE

The firm fixed price(s) or other maximum payment set out in this purchase order, which includes full compensation to Supplier for performing all work required by the Contract, including all applicable federal, state and local taxes.

5. VARIATION IN QUANTITY, QUALITY OR PERFORMANCE

Any variation in the quantity, quality or performance of any item or service called for by this order shall be grounds for termination by default by BATA, as provided in 8a, unless approved by BATA in writing.

6. PACKAGING AND CRATING

All items shall be packed by Supplier in suitable containers for protection in shipment and storage. Prices set forth in this order include all charges for Supplier's packing, crating and marking for transportation to f.o.b. point.

7. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Supplier.

8. TERMINATION

- a. If Supplier fails to comply with any of the provisions of the Contract, or in the event Supplier becomes the subject of a proceeding under state or federal law for relief of creditors, or if Supplier makes an assignment for the benefit of creditors, BATA shall have the right to hold Supplier in default and cancel this order in whole or in part. In each event, BATA may obtain the items covered by the cancelled order from another Supplier and, if Supplier was selected as a result of a competitive procurement process, Supplier shall reimburse BATA for the excess cost to BATA, if any.
- b. Without affecting its right to cancel this order under paragraph (a) above, BATA may terminate this order in whole or in part prior to shipment of goods or provision of services at no cost by providing written notice to

the Supplier. In such event, BATA shall reimburse Supplier for non-recoverable costs incurred to date, not to exceed the Contract Price.

9. SCHEDULE

Unless otherwise agreed, material commitments and production arrangements should not be made by Supplier in excess of the amount or in advance of the time necessary to meet the specified delivery schedule. Time is of the essence in filling this order, and it is Supplier's responsibility to comply with BATA's delivery directions and/or schedule. Failure to deliver any item or provide any service called for by the contract within the time called for shall be grounds for termination for default as provided in 8.a.

10. INDEMNIFICATION

Supplier shall indemnify and hold harmless BATA and its officers, agents and employees from and against all claims, demands, suits, loss damage, injury and liability, including any and all costs and expenses incurred in connection therewith, however caused, resulting from, arising out of or in any way connected with Supplier's performance of the Contract, including delivery of materials or equipment to BATA at the time and point of delivery indicated when delivery is an obligation of Supplier under the Contract.

11. INDEPENDENT CONTRACTOR

Supplier is an independent contractor and not an employee or agent of BATA.

12. PAYMENT

Supplier shall submit an invoice to BATA within thirty days after completion of work, unless otherwise specified in purchase order. BATA will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of work done and amount billed. Invoices shall be made in writing and delivered or mailed to BATA as follows: Accounting Section, BATA, Joseph P. Bort MetroCenter, 101 Eighth Street, Oakland, CA 94607-4700.